

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

S-3091025

No.

Date NOV 5 1979

Fee \$ 10.00

ICC Washington, D. C.

November 1, 1979

Southern Pacific Transportation Company  
Conditional Sale Agreement  
Dated as of August 1, 1978

Dear Sir:

Enclosed herewith for filing pursuant to 49 U.S.C.  
§ 11303 is an Amendment Agreement dated as of October 15,  
1979.

The parties to the enclosed agreement are:

Railroad Southern Pacific Transportation  
Company  
One Market Plaza  
San Francisco, California 94105

Builder PACCAR Inc.  
P.O. Box 1518  
Bellevue, Washington 98009

Agent First Pennsylvania Bank, N.A.  
1500 Chestnut Street  
Philadelphia, Pennsylvania 19101

The equipment covered by the aforementioned Amend-  
ment Agreement consists of seven 50'8" Boxcars bearing  
identifying numbers SP 246858 through SP 246864, both inclu-  
sive, with an AAR mechanical designation of XM.

RECORDATION NO. 9654-C  
NOV 5 1979 - 11 05  
INTERSTATE COMMERCE COMMISSION

COUNSEL

CARLYLE E. MAW  
ARTHUR R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER

ROSWELL L. GILPATRICK  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-81-54  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-608-1421  
TELEX: 8814901

CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E. C. 2

MAURICE T. MOORE  
BRUCE BROMLEY  
WILLIAM B. MARSHALL  
RALPH L. McAFEE  
ROYALL VICTOR  
ALLEN H. MERRILL  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA

JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID O. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN

Counterpart

The Amendment Agreement amends a Conditional Sale Agreement dated as of August 1, 1978, among Pullman Incorporated (Pullman Standard Division), Portec, Inc. (Paragon Division), Greenville Steel Car Company, PACCAR Inc., Thrall Car Manufacturing Company, General Motors Corporation (Electro-Motive Division), General Electric Company and First Pennsylvania Bank, N.A., as agent, which was filed pursuant to Section 20c of the Interstate Commerce Act on August 25, 1978 under Recordation No. 9654, as amended by two Amendment Agreements dated as of October 10, 1978, and January 1, 1979, among Southern Pacific Transportation Company, Thrall Car Manufacturing Company and First Pennsylvania Bank, N.A., which were filed pursuant to 49 U.S.C. § 11303 on October 13, 1978, and January 5, 1979, under Recordation Nos. 9654-A and 9654-B, respectively. ]

Enclosed is a check for \$10 for the required recordation fee. Please accept for recordation one counterpart of the enclosed agreement, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,



John S. Herbert,  
As Agent for Southern Pacific  
Transportation Company

Mr. H. G. Hommes, Jr.,  
Acting Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

42A

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

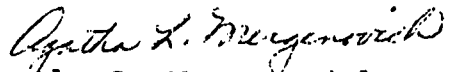
**OFFICE OF THE SECRETARY**

John S. Herbert  
Southern Pacific Transportation Co.  
One Chase Manhattan Plaza  
New York, N. Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/5/79 at 11:05AM, and assigned re-recording number(s). 9654-C.

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 9654-1  
Filed 1425  
NOV 5 1979 - 11 05 AM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of  
October 15, 1979 (this "Agreement"), among  
SOUTHERN PACIFIC TRANSPORTATION COMPANY  
(the "Railroad"), PACCAR INC. (the "Builder")  
and FIRST PENNSYLVANIA BANK, N.A. (the "Agent").

WHEREAS the Railroad and the Builder have entered  
into a Conditional Sale Agreement dated as of August 1, 1978  
(the "Original CSA"), and the Railroad and Thrall Car Manu-  
facturing Company have entered into an Amendment Agreement  
dated as of October 10, 1978 (the "First Amendment Agreement")  
and an Amendment Agreement dated as of January 1, 1979 (the  
"Second Amendment Agreement") (such Original CSA, as amended  
by the First and Second Amendment Agreements, being herein-  
after called the "CSA");

WHEREAS the Builder and the Agent have entered into  
an Agreement and Assignment dated as of August 1, 1978 (such  
Agreement and Assignment being hereinafter called the  
"Original Assignment" and such Original Assignment as  
amended by the First and Second Amendment Agreements being  
hereinafter called the "Assignment");

WHEREAS the Original CSA and the Original Assign-  
ment were filed with the Interstate Commerce Commission  
pursuant to Section 20c of the Interstate Commerce Act on  
August 25, 1978, and were assigned recordation number 9654;

WHEREAS the First Amendment Agreement was filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 13, 1978, and was assigned recordation number 9654-A, and the Second Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 5, 1979, and was assigned recordation number 9654-B.

WHEREAS the Agent has given its written consent to this Agreement as evidenced by its execution of this Agreement; and

WHEREAS the parties hereto now desire to amend the CSA to add certain additional units of Equipment to Schedule B of the CSA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The CSA is hereby amended by adding to Schedule B thereto the information appearing in Exhibit A hereto.

2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.

3. The Railroad will promptly cause this Agreement

to be filed with the Interstate Commerce Commission in accordance with Article 19 of the CSA.

4. Except as amended hereby, the CSA and the Assignment shall remain unaltered and in full force and effect.

5. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of California.

6. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute but one and the same contract. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereby of the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective seals to be hereunto affixed, duly attested,

all as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY,

[Corporate Seal]

by

Attest:



Senior Assistant Secretary



Assistant Treasurer

PACCAR INC.,

by

[Corporate Seal]

Attest:

\_\_\_\_\_

FIRST PENNSYLVANIA BANK, N.A.,

by

[Corporate Seal]

Attest:

\_\_\_\_\_

\_\_\_\_\_

STATE OF WASHINGTON, )  
 ) ss.:  
COUNTY OF KING, )

On this            day of            1979, before me  
personally appeared            to me personally  
known, who, being by me duly sworn, says that he is a  
                                 of PACCAR INC.,  
that one of the seals affixed to the foregoing instrument  
is the corporate seal of said corporation, that said  
instrument was signed and sealed on behalf of said corpo-  
ration by authority of its Board of Directors and he  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

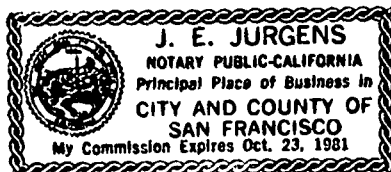
[Notarial Seal]  
My Commission Expires

STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SAN FRANCISCO, )

On this 1st day of November, 1979, before me  
personally appeared D. E. ENRIGHT , to me personally  
known, who, being by me duly sworn, says that he is the  
Assistant Treasurer of SOUTHERN PACIFIC  
TRANSPORTATION COMPANY, that one of the seals affixed to  
the foregoing instrument is the corporate seal of said  
corporation, that said instrument was signed and sealed  
on behalf of said corporation by authority of its Board  
of Directors and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation.

  
\_\_\_\_\_  
Notary Public

[Notarial Seal]  
My Commission Expires October 23, 1981





COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA, )

On this day of 1979, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is
of FIRST
PENNSYLVANIA BANK N.A., that one of the seals affixed to the
foregoing instrument is the seal of said national association,
that said instrument was signed and sealed on behalf of said
national association by authority of its Board of Directors
and he acknowledged that the execution of the foregoing instru-
ment was the free act and deed of said national association.

Notary Public

[Notarial Seal]
My Commission Expires

SCHEDULE B

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers or Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
70-ton 50'8" Box cars with cu- shioned under- frames	Paccar Inc.	PC - 652	Renton, Washington	7	40,103.43	280,724.01	SP 246858 through SP 246864	November 1979 at Builder's Plant

AMENDMENT AGREEMENT dated as of  
October 15, 1979 (this "Agreement"), among  
SOUTHERN PACIFIC TRANSPORTATION COMPANY  
(the "Railroad"), PACCAR INC. (the "Builder")  
and FIRST PENNSYLVANIA BANK, N.A. (the "Agent").

WHEREAS the Railroad and the Builder have entered  
into a Conditional Sale Agreement dated as of August 1, 1978  
(the "Original CSA"), and the Railroad and Thrall Car Manu-  
facturing Company have entered into an Amendment Agreement  
dated as of October 10, 1978 (the "First Amendment Agreement")  
and an Amendment Agreement dated as of January 1, 1979 (the  
"Second Amendment Agreement") (such Original CSA, as amended  
by the First and Second Amendment Agreements, being herein-  
after called the "CSA");

WHEREAS the Builder and the Agent have entered into  
an Agreement and Assignment dated as of August 1, 1978 (such  
Agreement and Assignment being hereinafter called the  
"Original Assignment" and such Original Assignment as  
amended by the First and Second Amendment Agreements being  
hereinafter called the "Assignment");

WHEREAS the Original CSA and the Original Assign-  
ment were filed with the Interstate Commerce Commission  
pursuant to Section 20c of the Interstate Commerce Act on  
August 25, 1978, and were assigned recordation number 9654;

WHEREAS the First Amendment Agreement was filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 13, 1978, and was assigned recordation number 9654-A, and the Second Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 5, 1979, and was assigned recordation number 9654-B.

WHEREAS the Agent has given its written consent to this Agreement as evidenced by its execution of this Agreement; and

WHEREAS the parties hereto now desire to amend the CSA to add certain additional units of Equipment to Schedule B of the CSA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The CSA is hereby amended by adding to Schedule B thereto the information appearing in Exhibit A hereto.
2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.
3. The Railroad will promptly cause this Agreement

to be filed with the Interstate Commerce Commission in accordance with Article 19 of the CSA.

4. Except as amended hereby, the CSA and the Assignment shall remain unaltered and in full force and effect.

5. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of California.

6. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute but one and the same contract. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereby of the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective seals to be hereunto affixed, duly attested,

all as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY,

[Corporate Seal]

by \_\_\_\_\_

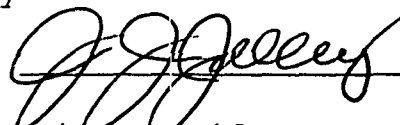
Attest: \_\_\_\_\_

[Corporate Seal]

Attest: \_\_\_\_\_

PACCAR INC.,

by

  
Vice President

FIRST PENNSYLVANIA BANK, N.A.,

by \_\_\_\_\_

[Corporate Seal]

Attest: \_\_\_\_\_

STATE OF WASHINGTON, )  
 ) ss.:  
COUNTY OF KING, )

On this 1<sup>st</sup> day of November 1979, before me personally appeared J. J. Volley to me personally known, who, being by me duly sworn, says that he is a Vice President of PACCAR INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Priscilla White  
Notary Public

[Notarial Seal]  
My Commission Expires July 1, 1981

STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SAN FRANCISCO, )

On this        day of        1979, before me personally appeared        , to me personally known, who, being by me duly sworn, says that he is the        of SOUTHERN PACIFIC TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]  
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF PHILADELPHIA, )

On this day of 1979, before me
personally appeared , to me personally
known, who, being by me duly sworn, says that he is
of FIRST
PENNSYLVANIA BANK N.A., that one of the seals affixed to the
foregoing instrument is the seal of said national association,
that said instrument was signed and sealed on behalf of said
national association by authority of its Board of Directors
and he acknowledged that the execution of the foregoing instru-
ment was the free act and deed of said national association.

Notary Public

[Notarial Seal]
My Commission Expires



SCHEDULE B

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers or Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
70-ton 50'8" Box cars with cu- shioned under- frames	Paccar Inc.	PC - 652	Renton, Washington	7	40,103.43	280,724.01	SP 246858 through SP 246864	November 1979 at Builder's Plant

Exhibit A

AMENDMENT AGREEMENT dated as of  
October 15, 1979 (this "Agreement"), among  
SOUTHERN PACIFIC TRANSPORTATION COMPANY  
(the "Railroad"), PACCAR INC. (the "Builder")  
and FIRST PENNSYLVANIA BANK, N.A. (the "Agent").

WHEREAS the Railroad and the Builder have entered  
into a Conditional Sale Agreement dated as of August 1, 1978  
(the "Original CSA"), and the Railroad and Thrall Car Manu-  
facturing Company have entered into an Amendment Agreement  
dated as of October 10, 1978 (the "First Amendment Agreement")  
and an Amendment Agreement dated as of January 1, 1979 (the  
"Second Amendment Agreement") (such Original CSA, as amended  
by the First and Second Amendment Agreements, being herein-  
after called the "CSA");

WHEREAS the Builder and the Agent have entered into  
an Agreement and Assignment dated as of August 1, 1978 (such  
Agreement and Assignment being hereinafter called the  
"Original Assignment" and such Original Assignment as  
amended by the First and Second Amendment Agreements being  
hereinafter called the "Assignment");

WHEREAS the Original CSA and the Original Assign-  
ment were filed with the Interstate Commerce Commission  
pursuant to Section 20c of the Interstate Commerce Act on  
August 25, 1978, and were assigned recordation number 9654;

WHEREAS the First Amendment Agreement was filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 13, 1978, and was assigned recordation number 9654-A, and the Second Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on January 5, 1979, and was assigned recordation number 9654-B.

WHEREAS the Agent has given its written consent to this Agreement as evidenced by its execution of this Agreement; and

WHEREAS the parties hereto now desire to amend the CSA to add certain additional units of Equipment to Schedule B of the CSA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The CSA is hereby amended by adding to Schedule B thereto the information appearing in Exhibit A hereto.
2. The Assignment is hereby amended to permit the aforesaid amendment to the CSA as though originally set forth therein.
3. The Railroad will promptly cause this Agreement

to be filed with the Interstate Commerce Commission in accordance with Article 19 of the CSA.

4. Except as amended hereby, the CSA and the Assignment shall remain unaltered and in full force and effect.

5. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of California.

6. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute but one and the same contract. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereby of the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective seals to be hereunto affixed, duly attested,

all as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY,

[Corporate Seal]

by

Attest:

\_\_\_\_\_

\_\_\_\_\_

PACCAR INC.,

by

[Corporate Seal]

\_\_\_\_\_

Attest:

\_\_\_\_\_

FIRST PENNSYLVANIA BANK, N.A.,

by

[Corporate Seal]

Attest:

Wm. C. ...  
VICE PRESIDENT

Pratt ...  
ASSISTANT SECRETARY

STATE OF WASHINGTON, )  
 ) ss.:  
COUNTY OF KING, )

On this            day of            1979, before me  
personally appeared            to me personally  
known, who, being by me duly sworn, says that he is a  
                                 of PACCAR INC.,  
that one of the seals affixed to the foregoing instrument  
is the corporate seal of said corporation, that said  
instrument was signed and sealed on behalf of said corpo-  
ration by authority of its Board of Directors and he  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]  
My Commission Expires

STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SAN FRANCISCO, )

On this            day of            1979, before me  
personally appeared            , to me personally  
known, who, being by me duly sworn, says that he is the  
                                 of SOUTHERN PACIFIC  
TRANSPORTATION COMPANY, that one of the seals affixed to  
the foregoing instrument is the corporate seal of said  
corporation, that said instrument was signed and sealed  
on behalf of said corporation by authority of its Board  
of Directors and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation.

---

Notary Public

[Notarial Seal]  
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA,)

) SS.:

COUNTY OF PHILADELPHIA, )

On this *1st* day of *Nov* 1979, before me  
personally appeared *Wm Krayer*, to me personally  
known, who, being by me duly sworn, says that he is

*V.P.* of FIRST  
PENNSYLVANIA BANK N.A., that one of the seals affixed to the  
foregoing instrument is the seal of said national association,  
that said instrument was signed and sealed on behalf of said  
national association by authority of its Board of Directors  
and he acknowledged that the execution of the foregoing instru-  
ment was the free act and deed of said national association.

*Lynn M. Attarian*  
Notary Public

[Notarial Seal]  
My Commission Expires

LYNN M. ATTARIAN  
Notary Public, Phila., Phila. Co.  
My Commission Expires May 3, 1982

SCHEDULE B

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers or Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
70-ton 50'8" Box cars with cu- shioned under- frames	Paccar Inc.	PC - 652	Renton, Washington	7	40,103.43	280,724.01	SP 246858 through SP 246864	November 1979 at Builder's Plant

Exhibit A